

**CITY OF NORTH MIAMI  
RESIDENTIAL ROOFING PROGRAM  
REHABILITATION AGREEMENT**

**THIS AGREEMENT** is entered into this 27<sup>th</sup> day of February, 2014, by and between the following parties: **MONICA MOBLEY** (Owner), whose principal address is **1510 NW 123 Street, North Miami, Florida 33167** and who is the legal owner of the property more particularly described as:

**Lot 3, Block 36, SUNKIST GROVE, according to the Plat thereof, as recorded in Plat Book 8, Page 49, of the Public Records of Dade County, Florida a/k/a 1510 NW 123 Street, North Miami, FL 33167 (subject property)**

the City of North Miami (City), a Florida municipal corporation, having its principal office at 776 N.E. 125<sup>th</sup> Street, North Miami, Florida 33161; and **HUFF CO, LLC**. (Contractor), having its principal business address at **1165 NE 135<sup>th</sup> Street, North Miami, Florida 33161**.

**WITNESSETH:**

**WHEREAS**, the City has established the "North Miami Residential Roofing Program" (Program) to provide assistance to eligible homeowners within the City for the purpose of providing financial assistance to income eligible City residents who are in need of roofing repairs or roof replacement (Project); and

**WHEREAS**, the City utilizes approved funding from the North Miami General Fund (City Funds) in administering the Program; and

**WHEREAS**, the Owner, legal owner of the property described above, has agreed to the Project in accordance with Program specifications; and

**WHEREAS**, this Agreement is entered into after compliance by the parties with all applicable provisions of Federal, State, and local laws, statutes, rules and regulations.

**NOW THEREFORE**, in consideration of the mutual promises and the money which the City will pay, which consideration is acknowledged by the parties, the parties agree as follows:

1. City funds in the amount of **\$8,541.50** are being utilized for the purpose of rehabilitating the roof on the subject property.
2. The following documents are incorporated hereto and are made part of this Agreement collectively referred to as the "Contract Documents":
  - The RFQ (RFQ# 24-12-13) is incorporated herein by reference;
  - The Specifications & Proposal related to the Project, attached as composite Exhibit "A", amended from time to time, represent the scope of services and responsibilities of the parties under the Program and that the parties agree to abide by and comply with their roles and responsibilities;
  - Contractor Payment Schedule, attached as Exhibit "B."

3. The City has the sole responsibility and obligation of interpreting the intent and purpose of the Program and Contract Documents.
4. The Project shall be performed in accordance with the applicable codes, ordinances and statutes of the State of Florida, the City and Metropolitan Dade County.
5. The Owner(s) agree to maintain the property in good condition after the Project is completed. If the property is located in a Federal Emergency Management Act 100 year flood plain zone, the Owner must have an active flood insurance policy.
6. The City, Contractor and Owner(s) acknowledge and agree that funds provided derive from the City's General Fund for the uses and purposes referred to in this Agreement.
7. The Owner(s) acknowledges that they presently occupy the property as their primary residence, and agrees to continually occupy the property as their primary residence.
8. It is agreed and understood that City funds provided to the Owner in order to rehabilitate the Subject Property constitute an indebtedness to be secured by a non-interest bearing Note and Mortgage, unless there is a default. Further, the parties agree that the indebtedness shall be partially forgiven in the amount of \$1,220.22 each year over a seven (7) year period, until fully forgiven at the conclusion of seven (7) years.
9. Owner is required to provide proof of required insurance coverage and policy endorsements. If insurance coverage is not in compliance, Owner may achieve compliance by obtaining the required coverage. If Owner is unable to obtain insurance coverage, the City may assist the homeowner in obtaining adequate insurance for a period up to one (1) year. A lien will be placed on the property in an amount equal to the cost of insurance obtained by the City on behalf of the Owner. This lien is in addition to the rehabilitation costs. Failure of Owner to obtain and provide the City with proof of insurance within one (1) year from the date of execution of the contract will be an act of default.
10. If the property is sold, conveyed or transferred by title, whether voluntarily or involuntarily, including bankruptcy or foreclosure, within seven (7) years of this Agreement's execution, such an event shall be considered a default. The indebtedness shall become payable at a rate of four percent (4%) simple interest per year on the unpaid principal amount.
11. The foregoing restrictions shall be considered and construed as restrictions running with the land, and shall bind all successors, assigns and persons claiming ownership of all or any portion of the subject property for a period of seven (7) years from the date a Note and Mortgage are recorded, after which time, they shall be released by the Director of the City of North Miami Community Planning and Development Department.

12. The City may seek civil action and penalties including courts costs, attorneys' fees and reasonable administrative expenses should Owner fail to comply with the foregoing covenants and restrictions.
13. The City may, periodically, inspect the real property for the purpose of assuring compliance with this Agreement.
14. Owner shall not release or amend this Agreement without the prior written consent of the City.
15. Payment to the Contractor for the Project shall be made as described in composite Exhibit "B". After payment is made to the Contractor by the City, the City shall be automatically discharged from any and all obligations, liabilities and commitments to Owner(s), Contractor or any third person or entity.
16. As indicated in the RFQ proposal, all products furnished by Contractor shall be supplied with all warranties and guaranties of the manufacturer for a minimum of **ten (10) years** against leak for all sloped roofs and **five (5) years** warranty against leak on low slope and flat roofs. Warranties on workmanship shall be for a period of not less than one (1) year, said period to commence upon the date products are installed, or accepted by the City, whichever last occurs. The roof should be free from leaks caused by a sub standard installation. Materials should be installed in strict accordance to the manufacturer's specifications and recommendations.
17. The City desires to enter into this Agreement only if by so doing the City can place a limit on its liability for any cause of action arising out of this Agreement, so that its liability never exceeds its monetary commitment of **\$8,541.50**. Owner(s) and Contractor express their willingness to enter into this Agreement with recovery from the City for any action arising out of this Agreement to be limited to the total amount of its monetary commitment of **\$8,541.50**, less the amount of all funds actually paid by the City pursuant to this Agreement. Nothing contained in this paragraph or elsewhere in this Agreement is in any way intended to be a waiver of the limitation placed on the City's liability as set forth in Section 768.28, Florida Statutes.
18. Owner(s) shall hold harmless, indemnify and defend the City, its officers and employees from any and all obligations, liabilities, actions, claims, causes of action, suits or demands arising or accruing by virtue of this Agreement.
19. Owner(s) and Contractor shall not assign any interest in this Agreement.
20. In the event of a default, the City may mail to Owner(s) or Contractor a notice of default. If the default is not fully and satisfactorily cured within thirty (30) days of the City's mailing notice of default, the City may cancel and terminate this Agreement without liability to any other party to this Agreement. In addition, the City shall set the amount of compensation to be paid to the Contractor for the work

completed up until the time of termination, including replacement of all work areas to a suitable condition.

21. In the event of a default, the City shall additionally be entitled to bring any and all legal and/or equitable actions in Miami Dade County, Florida, in order to enforce the City's right and remedies against the defaulting party. The City shall be entitled to recover all costs of such actions including a reasonable attorney's fee, at trial and appellate levels, to the extent allowed by law.
22. A default shall include but not be limited to the following acts or events of an Owner(s), Contractor, or their agents, servants, employees, or subcontractors:
  - a. Failure by the Contractor to (i) commence work within thirty(30) days from the date of this Agreement, or (ii) diligently pursue construction and timely complete the project by securing a Final Certificate of Completion within two (2) months from the date of this Agreement, or (iii) provide the documentation required to make the final payment of the grant, within thirty(30) days from the date when a Final Certificate of Completion is issued.

Work shall be considered to have commenced and be in active progress when, in the opinion of the City a full complement of workmen and equipment is present at the site to diligently incorporate materials and equipment into the structure throughout the day on each full working day, weather permitting.

  - b. Failure by the Contractor to comply with any applicable building, fire, life safety, housing or zoning law, rule, regulation or code.
  - c. Default by an Owner on any of the terms and conditions of the Note, Mortgage or other document executed in connection with the Program.
  - d. Insolvency or bankruptcy by the Owner or by the Contractor.
  - e. Failure by the Contractor to maintain the insurance required by the City.
  - f. Failure of Owner to obtain and provide the City with proof of required insurance coverage within one (1) year from the date of execution of the contract.
  - g. Failure by the Contractor to correct defects within a reasonable time as decided in the sole discretion of the City.
23. This Agreement shall be governed by the laws of Florida and venue shall be in Miami Dade County, Florida.
24. The Owner shall comply with all applicable uniform administrative requirements as described in Chapter 420, Florida Statutes, Chapter 91-37, Florida Administrative Code and Section 570.502, Code of Federal Regulations.

25. Notices and Demands: All notices, demands, correspondence and communications between the City, Owner(s) and Contractor shall be deemed sufficiently given under the terms of this Agreement if dispatched by registered or certified mail, postage prepaid, return receipt requested, addressed as follows:

If to the City: City of North Miami  
776 N.E. 125<sup>th</sup> Street  
North Miami, Florida 33161  
Attn: Director, Community Planning & Development

With a copy to: City Attorney  
City of North Miami  
776 N.E. 125<sup>th</sup> Street  
North Miami, Florida 33161

If to Contractor: Huff Co, LLC.  
Registered Agent: Daniel Huff  
1165 NE 135<sup>th</sup> Street  
Miami, Florida 33161

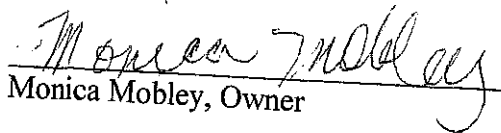
If to Owner: Monica Mobley  
1510 NW 123<sup>rd</sup> Street  
North Miami, Florida 33167

or to such address and to the attention of such other person as the City, Contractor or Owner may from time to time designate by written notice to the others.

26. It is understood and agreed that all parties, personal representatives, executors, successors and assigns are bound by the terms, conditions and covenants of this Agreement.
27. Any amendments, alterations or modifications to this Agreement will be valid when they have been reduced to writing and signed by the parties.
28. No waiver or breach of any provision of this Agreement shall constitute a waiver of any subsequent breach of the same or any other provision, and no waiver shall be effective unless made in writing.
29. Should any provision, paragraphs, sentences, words or phrases contained in the Agreement be determined by a court of competent jurisdiction to be invalid, illegal or otherwise unenforceable under the laws of the State of Florida, such provisions, paragraphs, sentences, words or phrases shall be deemed modified to the extent necessary in order to conform with such laws; or, if not modifiable to conform with such laws, then same shall be deemed severable, and in either event, the remaining terms and provisions of this Agreement shall remain unmodified and in full force and effect.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed, the day and year first above written.

Witness

  
Monica Mobley, Owner

Witness

CONTRACTOR:


By: 

APPROVED:

  
Director

Community Planning & Development Department

ATTEST:

  
City Clerk

CITY OF NORTH MIAMI

By: 

City Manager

APPROVED AS TO FORM:

  
City Attorney

**Exhibit A****SCOPE OF SERVICES**

OWNER and CONTRACTOR agree to undertake the following roof replacement and or repairs:

No.	Description	Unit Price	Quantity	Total Price
1.	Roof -Slope	\$ <u>n/a</u> per Square	<u>n/a</u> Square	\$ <u>0.00</u>
2.	Roof -Flat	\$ <u>600.00</u> per Square	<u>9.5</u> Square	\$ <u>5,700.00</u>
3.	Secondary Water Barrier	\$ <u>n/a</u> per Square	<u>n/a</u> Square	\$ <u>0.00</u>
4.	Seamless Gutters	\$ <u>6.00</u> per LF	<u>70</u> LF	\$ <u>420.00</u>
5.	Fascia (1" X 8" maximum)	\$ <u>4.50</u> per LF	<u>120</u> LF	\$ <u>540.00</u>
6.	Fascia (Other Sizes) 1 x 4 1 x 6	\$ <u>N/A</u> per LF \$ <u>N/A</u> per LF	<u>N/A</u> LF <u>N/A</u> LF	\$ <u>N/A</u>
7.	Soffit	\$ <u>4.50</u> per LF	<u>140</u> LF	\$ <u>630.00</u>
8.	Soffit Screen	\$ <u>2.50</u> per LF \$ <u>N/A</u> per Sq. ft.	<u>70</u> LF <u>N/A</u> Sq. ft.	\$ <u>175.00</u>
9.	Downspouts	\$ <u>6.00</u> per LF	<u>50</u> LF	\$ <u>300.00</u>
10.	Contingency			\$ <u>776.50</u>
<b>Total</b>				<b>\$ <u>8,541.50</u></b>

## **Exhibit B**

### **Program Regulations**

All work shall be performed in accordance with the terms and conditions stipulated in the executed contract and all applicable plans and specifications. Change orders to increase or decrease the dollar amount or which alter or deviate from the approved scope of work must be approved in writing by the City of North Miami prior to work being performed or change orders being undertaken/implemented. Any change in the scope of work which increases the costs of the contract is the Owner's responsibility.

The Owner(s) shall certify that all information furnished when applying for North Miami Residential Roofing Program funds is true and complete. Should it be found that the Owner(s) willfully falsified any information upon which eligibility to obtain North Miami Residential Roofing Program funds was determined, this Agreement may be canceled by City and the Owner(s) shall be required to immediately return to City any sums expended by the City in repairing or purchasing the owner(s) property, including any legal fees incurred during the Program application process, and including administrative costs. ***PENALTY FOR FALSE OR FRAUDULENT STATEMENT.*** Title 18 U.S.C. Section 1001, provides: "whoever, in any matter within the jurisdiction of any department or agency of the United States knowingly and willfully falsifies or makes any false, fictitious or fraudulent statement or entry, shall be fined not more than \$10,000.00 or imprisoned not more than five (5) years or both."

ADDITIONALLY, ALL PARTIES AGREED TO COMPLY WITH ALL EXISTING FEDERAL, STATE AND LOCAL LAWS AND ORDINANCES HERETO APPLICABLE, AS AMENDED.

### **Commencing Work**

The Project shall begin only after a contract has been executed, a permit pulled, proof that a Notice to Commence has been filed, and submission of a Contractor's Certification, County-required affidavits, proof of required insurances and an up-to-date contractor's license and occupational license.

### **Method of Payment**

Program funds shall be disbursed to the Contractor as follows:

- h. All applications for payment must be accompanied by certified statements (i.e., releases of liens and affidavits from the general contractor, all sub-contractors and suppliers) showing that the property is free and clear of mechanics, materialmen's or any other type of liens or obligations relating to the construction of the project. Also, a copy of both sides of the permit and inspection record card must accompany each payment request. All funding entities must authorize payments.
- i. When requesting a payment, **ALL** of the following documents must be submitted at the same time. If there are any documents missing, the payment request package will **NOT** be accepted.
  - Contractor's Invoice
  - Release of Liens (Painters, General Contractor & Subcontractors)
  - Contractor's Payment Request
  - Homeowner's Payment Authorization



- Subcontractor's List
- Contractor's Payment Request Worksheet
- Certificate of Completion (**submit only with final payment**)

Final payment shall be due and payable within **forty (45) calendar days** following completion of all terms of this contract and final inspection and acceptance of same by the Homeowner and the City of North Miami.

# This Indenture,

127386 3042

Made this 20th day of December, A.D. 1985, Between  
 William N. Zahoran and Ileana M. Zahoran, his wife  
 of the County of Dade in the State of Florida parties of the first part, and  
 Monica Mobley, unmarried and Novlette G. Peddie, unmarried  
 of the County of Dade in the State of Florida whose post office address is  
 1510 N.W. 123rd Street, North Miami, Florida  
 parties of the second part

**Witnesseth**, That the said parties of the first part, for and in consideration of the sum of  
 Ten and 00/100----- Dollars.  
 to them in hand paid by the said parties of the second part, the receipt whereof is hereby acknowl-  
 edged, have granted, bargained, and sold to the said parties of the second part their heirs  
 and assigns forever, the following described land, situate, and being in the County of Dade  
 State of Florida to-wit

Lot 3, Block 36, Sunkist Grove, according to the Plat thereof,  
 as recorded in Plat Book 8, Page 49, of the Public Records  
 of Dade County, Florida.

Subject to that certain mortgage in favor of American Savings  
 Mortgage Corporation, recorded March 7, 1984, in O.R. Book  
 12078, Page 319, in the approximate principal balance of \$46,748.33.

**\*\*This Deed is hereby being re-recorded to correct mortgagee's name Novlette**

**Subject to conditions, restrictions, limitations of record, and taxes for**  
**1986 and subsequent years; this reference to said restrictions shall**  
**not operate to reimpose the same.**

270-20 Documentary Stamp \$80.00  
 Dade County  
 Richard P. Brinker  
 Clerk, Circuit & County Courts  
 12-23-85

And the said parties of the first part do hereby fully warrant the title to said land, and will defend the  
 same against the lawful claims of all persons whomsoever

**In Witness Whereof**, The said parties of the first part have hereunto set their  
 hands and seals the day and year first above written

Signed, sealed and delivered in the presence of:

*William N. Zahoran*  
 WILLIAM N. ZAHORAN  
*Ileana M. Zahoran*  
 ILEANA M. ZAHORAN

STATE OF FLORIDA,  
 COUNTY OF Dade

I HEREBY CERTIFY that on this day, before me, as  
 officer duly authorized in the State aforesaid and in the County aforesaid to take acknowledgments, personally appeared  
 William N. Zahoran and Ileana M. Zahoran, his wife

to me known to be the persons described in and who executed the foregoing instrument and they acknowledged  
 before me that they executed the same.

WITNESS my hand and official seal in the County and State last aforesaid this 20th day of  
 December A.D. 19 85

RECORDED IN OFFICIAL RECORDS BOOK  
 OF DADE COUNTY, FLORIDA  
 RECORD 145162  
 RICHARD P. BRINKER  
 CLERK CIRCUIT COURT

RECORDED IN OFFICIAL RECORDS BOOK  
 OF DADE COUNTY, FLORIDA  
 RECORD 145162  
 RICHARD P. BRINKER  
 CLERK CIRCUIT COURT

Notary Public State of Florida  
 My Commission Expires October 1, 1986  
 Bonded by Capital Insurance Underwriters

Prepared by and return to Bonnie J. Rosen, Home Title Company, 16451 N.E. 6th Ave., No. Miami Beach, Florida 33162, under  
 the supervision of Alan S. Weisman, Attorney.

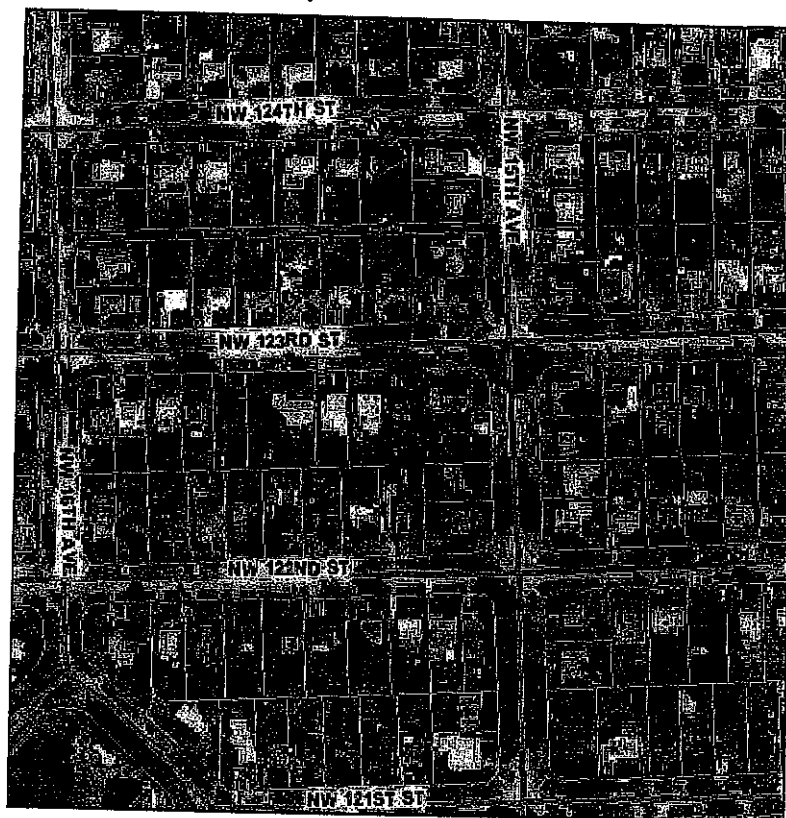
HOME TITLE CO.  
 16451 NE 6TH AVENUE  
 NO MIAMI BEACH, FLA. 33162

**My Home**  
Miami-Dade County, Florida

**miamidade.gov**

**MIAMI-DADE**

**Property Information Map**



Aerial Photography - 2012

0 ——— 114 ft

This map was created on 11/18/2013 11:17:24 AM for reference purposes only.

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Close

**Summary Details:**

Folio No.:	06-2126-016-8280
Property:	1510 NW 123 ST
Mailing Address:	MONICA MOBLEY & NOULETTE PEDDIE
	1510 NW 123 ST MIAMI FL 33167-2324

**Property Information:**

Primary Zone:	0400 SGL FAMILY - 901- 1200 SQF
CLUC:	0001 RESIDENTIAL - SINGLE FAMILY
Beds/Baths:	2/1
Floors:	1
Living Units:	1
Adj Sq Footage:	747
Lot Size:	6,550 SQ FT
Year Built:	1949
Legal Description:	SUNKIST GROVE PB 8-49 LOT 3 BLK 36 LOT SIZE 50.000 X 131 OR 12738-3042 1285 1 OR 12738-3042 1285 00

**Assessment Information:**

Year:	2013
Land Value:	\$13,692
Building Value:	\$26,892
Market Value:	\$40,584
Assessed Value:	\$40,584

**Exemption Information:**

Year:	2013
Homestead:	\$25,000
2nd Homestead:	NO

**Taxable Value Information:**

Year:	2013
Taxing Authority:	Applied Exemption/ Taxable Value:
Regional:	\$25,000/\$15,584
County:	\$25,000/\$15,584
City:	\$25,000/\$15,584
School Board:	\$25,000/\$15,584

**Sale Information:**

Sale Date:	12/1985
Sale Amount:	\$54,000
Sale O/R:	12738-3042
Sales Qualification Description:	Sales which are qualified
	<a href="#">View Additional Sales</a>

# FLORIDA DEPARTMENT OF STATE DIVISION OF CORPORATIONS



## Detail by Entity Name

### Florida Limited Liability Company

HUFF CO LLC

### Filing Information

**Document Number** L06000084916  
**FEI/EIN Number** 061792568  
**Date Filed** 08/28/2006  
**State** FL  
**Status** ACTIVE

### Principal Address

1165 NE 135TH STREET  
 MIAMI, FL 33161

### Mailing Address

1165 NE 135TH STREET  
 MIAMI, FL 33161

### Registered Agent Name & Address

HUFF, DANIEL R  
 1165 NE 135TH STREET  
 MIAMI, FL 33161

### Authorized Person(s) Detail

#### **Name & Address**

Title MGRM

HUFF, DANIEL  
 1165 NE 135TH STREET  
 MIAMI, FL 33161

### Annual Reports

Report Year	Filed Date
2011	03/28/2011
2012	03/08/2012
2013	03/21/2013

### Document Images

03/21/2013 -- ANNUAL REPORT  
03/08/2012 -- ANNUAL REPORT

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01/17/2007 -- ANNUAL REPORT

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08/28/2006 -- Florida Limited Liability

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State of Florida, Department of State

12:13:05 PM 2/3/2014

**Licensee Details****Licensee Information**

Name: **HUFF, DANIEL REED SR (Primary Name)**  
**HUFF CO LLC (DBA Name)**  
Main Address: **1165 NE 135TH STREET NORTH**  
**MIAMI Florida 33161**  
County: **DADE**  
License Mailing:

LicenseLocation:

**License Information**

License Type: **Certified General Contractor**  
Rank: **Cert General**  
License Number: **CGC1516603**  
Status: **Current,Active**  
Licensure Date: **12/23/2008**  
Expires: **08/31/2014**

**Special Qualifications** **Qualification Effective**  
**Construction Business** **12/23/2008**

[View Related License Information](#)[View License Complaint](#)

**1940 North Monroe Street, Tallahassee FL 32399** :: Email: [Customer Contact Center](#) :: Customer Contact Center: 850.487.1395

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